

HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ABOBAKKR DIRAR and MOHAMED  
ELAMIN,

Plaintiffs,

v.

ALASKA AIRLINES, INC.,

Defendant.

CAUSE NO. 2:22-cv-01076-RSM

STIPULATED PROTECTIVE ORDER

COME NOW, Plaintiffs, Abobakkr Dirar and Mohamed Elamin, and Defendant, Alaska Airlines, Inc. ("Alaska Airlines"), hereby stipulate to the Court's entry of this Protective Order, which is the Court's Model Protective Order.

**I. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with

1 LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery;  
2 the protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable legal  
4 principles, and it does not presumptively entitle parties to file confidential information under  
5 seal.

## 6 **II. “CONFIDENTIAL” MATERIAL**

7 “Confidential” material shall include the following documents and tangible  
8 things produced or otherwise exchanged: Alaska Airlines’ manuals and training materials  
9 and personal information concerning employees and customers.

## 10 **III. SCOPE**

11 The protections conferred by this agreement cover not only confidential  
12 material (as defined above), but also (1) any information copied or extracted from  
13 confidential material; (2) all copies, excerpts, summaries, or compilations of confidential  
14 material; and (3) any testimony, conversations, or presentations by parties or their counsel  
15 that might reveal confidential material.

16 However, the protections conferred by this agreement do not cover  
17 information that is in the public domain or becomes part of the public domain through trial  
18 or otherwise.

## 19 **IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

20 1. Basic Principles. A receiving party may use confidential material that  
21 is disclosed or produced by another party or by a non-party in connection with this case only  
22 for prosecuting, defending, or attempting to settle this litigation. Confidential material may  
23 be disclosed only to the categories of persons and under the conditions described in this  
24

1 agreement. Confidential material must be stored and maintained by a receiving party at a  
2 location and in a secure manner that ensures that access is limited to the persons authorized  
3 under this agreement.

4 2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the designating party, a receiving  
6 party may disclose any confidential material only to:

7 a) the receiving party’s counsel of record in this action, as well  
8 as employees of counsel to whom it is reasonably necessary to disclose the information for  
9 this litigation;

10 b) the officers, directors, and employees (including in house  
11 counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation,  
12 unless the parties agree that a particular document or material produced is for Attorney’s  
13 Eyes Only and is so designated;

14 c) experts and consultants to whom disclosure is reasonably  
15 necessary for this litigation and who have signed the “Acknowledgment and Agreement to  
16 Be Bound” (Exhibit A);

17 d) the court, court personnel, and court reporters and their staff;

18 e) copy or imaging services retained by counsel to assist in the  
19 duplication of confidential material, provided that counsel for the party retaining the copy  
20 or imaging service instructs the service not to disclose any confidential material to third  
21 parties and to immediately return all originals and copies of any confidential material;  
22

23 f) during their depositions, witnesses in the action to whom  
24 disclosure is reasonably necessary and who have signed the “Acknowledgment and

Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

3. Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court’s files.

## **V. DESIGNATING PROTECTED MATERIAL**

### **1. Exercise of Restraint and Care in Designating Material for Protection.**

Each party or non-party that designates information or items for protection under this

1 agreement must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The designating party must designate for protection only  
3 those parts of material, documents, items, or oral or written communications that qualify, so  
4 that other portions of the material, documents, items, or communications for which  
5 protection is not warranted are not swept unjustifiably within the ambit of this agreement.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations  
7 that are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
8 to unnecessarily encumber or delay the case development process or to impose unnecessary  
9 expenses and burdens on other parties) expose the designating party to sanctions.

10 If it comes to a designating party's attention that information or items that it  
11 designated for protection do not qualify for protection, the designating party must promptly  
12 notify all other parties that it is withdrawing the mistaken designation.

13 2. Manner and Timing of Designations. Except as otherwise provided in  
14 this agreement (see, e.g., second paragraph of section V.2(b) below), or as otherwise  
15 stipulated or ordered, disclosure or discovery material that qualifies for protection under this  
16 agreement must be clearly so designated before or when the material is disclosed or  
17 produced.

18 a) Information in documentary form: (e.g., paper or electronic  
19 documents and deposition exhibits, but excluding transcripts of depositions or other pretrial  
20 or trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each  
21 page that contains confidential material. If only a portion or portions of the material on a  
22 page qualifies for protection, the producing party also must clearly identify the protected  
23 portion(s) (e.g., by making appropriate markings in the margins).  
24

b) Testimony given in deposition or in other pretrial proceedings: the parties and any participating non-parties must identify on the record, during the deposition or other pretrial proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

## **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

1. Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party

3. Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

1. promptly notify the designating party in writing and include a copy of the subpoena or court order;

2. promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

3. cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

#### **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately

1. notify in writing the designating party of the unauthorized disclosures,

2. use its best efforts to retrieve all unauthorized copies of the protected material,

3. inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and

4. request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### **IX. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**

##### **PROTECTED MATERIAL**

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the



1 obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure  
2 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established  
3 in an e-discovery order or agreement that provides for production without prior privilege  
4 review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as  
5 set forth herein.

6 **X. NON TERMINATION AND RETURN OF DOCUMENTS**

7 Within 60 days after the termination of this action, including all appeals, each  
8 receiving party must return all confidential material to the producing party, including all  
9 copies, extracts and summaries thereof. Alternatively, the parties may agree upon  
10 appropriate methods of destruction.

11 Notwithstanding this provision, counsel are entitled to retain one archival  
12 copy of all documents filed with the court, trial, deposition, and hearing transcripts,  
13 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
14 consultant and expert work product, even if such materials contain confidential material.

15 The confidentiality obligations imposed by this agreement shall remain in  
16 effect until a designating party agrees otherwise in writing or a court orders otherwise.

17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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1 DATED this 9th day of February, 2023.

2 **CAIR LEGAL DEFENSE FUND**

3 By: /s/ Lena Masri

4 Lena F. Masri (MI P73461)\*

5 Gadeir I. Abbas (VA 81161)\*

6 Justin Sadowsky (DC 977642)\*

7 Patrick Grubel (DC 1632837)\*\*

8 453 New Jersey Ave SE

9 Washington, DC 20003

10 Email: LDF@cair.com

11 Phone: (202) 488-8787

12 \*Admitted Pro Hac Vice

13 \*\*Pro Hac Vice Forthcoming

14 **GAIRSON LAW, LLC**

15 Jay Gairson (Washington Bar # 43365)

16 4606 Martin Luther King Jr Way S

17 Seattle, WA 98108

18 Email: jay@gairson.com

19 Phone: (206) 357-4218

20 *Attorneys for Plaintiffs*

21 DATED this 9th day of February, 2023.

22 **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**

23 By: /s/Ramona N. Hunter

24 Ramona N. Hunter, WSBA #31482

1700 7th Avenue, Suite 2100

Seattle, WA 98101

(206) 709-5900 (main)

(206) 709-5901 (fax)

ramona.hunter@wilsonelser.com

25 **VICTOR RANE, PLC**

26 Jonathan M. Stern (admitted pro hac vice)

27 1200 G Street, NW, Suite 230A

28 Washington, DC 20005

29 Telephone: (202) 545-7768

30 Facsimile: (202) 545-7784

31 Email: jstern@victorrane.com

32 *Attorneys for Defendant*

**PURSUANT TO STIPULATION, IT IS SO ORDERED**

**IT IS FURTHER ORDERED** that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED this 21<sup>st</sup> day of February, 2023.



**RICARDO S. MARTINEZ**  
**UNITED STATES DISTRICT JUDGE**

**CERTIFICATE OF SERVICE**

The undersigned certifies that on February 21, 2023, a true and correct copy of the foregoing was served on the attorneys of record listed below, via the method indicated:

<b><i>Counsel for Plaintiffs</i></b> Lena F. Masri Gadeir I. Abbas Justin Sadowsky Patrick Grubel 453 New Jersey Ave SE Washington, DC 20003 <a href="mailto:LDF@cair.com">LDF@cair.com</a> <a href="mailto:gAbbas@cair.com">gAbbas@cair.com</a> <a href="mailto:jSadowsky@cair.com">jSadowsky@cair.com</a> <a href="mailto:lmMasri@cair.com">lmMasri@cair.com</a>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> E-Service via Court Application <input type="checkbox"/> Messenger
<b><i>Counsel for Plaintiffs</i></b> GAIRSON LAW, LLC Jay Gairson 4606 Martin Luther King Jr Way S Seattle, WA 98108 <a href="mailto:jay@gairson.com">jay@gairson.com</a>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> E-Service via Court Application <input type="checkbox"/> Messenger
<b><i>Co-Counsel for Defendant</i></b> Jonathan M. Stern (admitted pro hac vice) 1200 G Street, NW, Suite 230A Washington, DC 20005 <a href="mailto:jsstern@victorrane.com">jsstern@victorrane.com</a>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> E-Service via Court Application <input type="checkbox"/> Messenger

I certify under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 21st day of February, 2023, at Seattle, Washington.

By: s/J. Y'honatan Frakes

J. Y'honatan Frakes, Legal Assistant